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NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

7. Severability. If any provision of this EULA shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

TOSHIBA eco Utility End User License Agreement

TOSHIBA eco Utility provides improved energy management.

Notes for power plan:

TOSHIBA eco mode uses the “eco” power plan. If you change the default settings, this may change the effects of eco mode. If you are already using lower power consumption settings, you may see no additional benefits by using eco mode. TOSHIBA eco Utility estimates power savings by calculating the difference between the power consumption when eco mode is turned ON, and when it is turned OFF. If you change the settings of a typical Windows power plan, such as Balanced, to lower the power consumption, or if you change the Power Saver plan settings to lower power consumption, you may not see an additional benefit by using eco mode.

Notes regarding performance:

When you use applications which require higher system performance, such as TV or streaming video applications (e.g. when you record a TV program), it is recommended that you use a suitable power plan other than “eco”.

If you feel the screen is too dim, it is recommended that you adjust the display brightness to a comfortable level to avoid possible eye strain.

Notes regarding power consumption:

The eco utility shows approximate current power consumption and approximate accumulated power consumption. These power consumption approximations have a margin of error that varies by system depending upon design, components, and environment.

Displaying Power consumption in [eco Mode] window

When the AC adaptor is plugged in, the current power consumption in “eco Mode” window DOES NOT include electric power used for battery charging.

(*1) Depending on the application running, it is possible that the power consumption may be high, even though eco mode is on. This situation may happen under certain conditions (for example, if a virus scan or file search is running in the background). Even in such situations the power saving by eco mode still remains active.

Displaying Power consumption in [Home] and [Contribution] windows

[Home] window shows the approximate power consumption reduced by using eco mode on the last date the PC was used. Power savings are calculated using the difference between the power consumption when eco mode is turned ON, and when it is turned OFF.

Accumulated power consumption in [Home] and [Contribution] windows doesn't include the power consumption during standby, hibernation, when the PC is turned off, or during bootup and during shutdown. It doesn't include consumption of the AC adaptor itself and the natural electrical discharge of the battery (*1), therefore, it is not accurate enough to use for estimating reduced costs of electricity.

Displaying CO2 emission in [Home] window

[Home] window shows approximate CO2 emissions reduced by using eco mode on the last date the PC was used. Reduced CO2 emissions are calculated using CO2 conversion data (*2) established by the GHG Protocol (*3).

Accumulated CO2 emissions do NOT include power used during standby, hibernation, during boot-up or shut down, or when the PC is off. Also excluded is CO2 emissions related to the power consumed by the AC Adaptor itself or the natural discharge of the battery. (*1)

Notes for Peak Shift (*4)

Enabling TOSHIBA Peak Shift Control will repeatedly charge and discharge the battery. This will eventually charge and discharge the battery. This will eventually shorten each battery life cycle (operating time per single charge) and the overall life of the battery.

The length of time during which battery power can be used in the Peak Shift Time period varies depending on the model and operating conditions.

If one of the following occurs while the system is Off, the Peak Shift Function may be cancelled and normal charging methods resume.

- When the system is not turned off normally
- When the battery pack and AC adapter are removed while the system is Off.
- When plugging in the AC adaptor after the battery is completely drained while the system is Off

Notes for eco charge mode (*5)

If you enable this mode, you need to discharge the battery to approximately 50% at least once without plugging in the AC adapter. Failure to do so will result in eco charge mode not being enabled, and the battery life cycles will not increase.

If one of the following occurs, the eco charge mode may be cancelled.

- When the battery pack and AC adapter are removed while the system is Off.
- When plugging in the AC adaptor after the battery is completely drained while the system is Off.

Please use TOSHIBA eco mode after reading and understanding the information above.

*1: Only on models that support a battery

*2: The data of "International Fuel-based Electricity Emission factors for CO2" in 2009. (As of Aug. 2012)

*3: The Greenhouse Gas Protocol

*4: Only on models that support Peak Shift function

*5: Only on models that support "eco charge mode"

TOSHIBA PC HEALTH MONITOR End User License Agreement

PC Health Monitor Software Notice & Acceptance

Welcome to Toshiba's PC Health Monitor. This application proactively monitors a number of system functions such as power consumption, battery health and system cooling, informing you of significant system conditions. This application recognizes the system and individual component serial numbers and will track specific activities related to the computer and their usage.

The system, component and usage information as tracked and collected, namely; basic computer information (e.g., product name, model number, part number, serial number, BIOS version, FW version), basic components information (e.g., Video device, Sound device, Network device, Hard Disk drive, Solid State drive, Optical Disc drive), operating system information (e.g., OS version, OS install date, Direct X version, Internet Explorer version, installed update program and driver lists), component operation time/count (e.g., for power switch, AC adapter, battery, LCD, fan, sound volume, wireless LAN, Docker, USB, Express Card), date of initial system power on, and usage of the system and components (e.g., keyboard (FN key count), power settings, battery (temperature, charge and discharge capacity), CPU, memory, backlight (turn on time), thermal module temperature); is stored on the hard drive of your PC. The size of data stored on the HDD is very small, only about 10MB or less for each year of system activity.

The collected information is used to help monitor the system operation, notify you of system conditions and, if necessary, assist in diagnosing problems should the computer ever require service. Toshiba may also use such information for its internal quality assurance analysis. Subject to the use restrictions noted above, the stored data may be made available to entities located outside of your country or region of residence and those countries may or may not have the same data protection laws or data protection levels as required by your home country or region.

The PC Health Monitor or its use does not in any way expand or modify Toshiba's obligations under its standard limited warranty. Toshiba's standard limited warranty terms and limitations apply.

While we recommend that you enable the PC Health Monitor now, you may choose not to do so or to enable it at a later time. Once enabled, you may elect to disable the monitoring operation and uninstall the application at any time by using the "Uninstall a program" utility in the Control Panel. Uninstalling the PC Health Monitor will automatically delete all of the data previously collected and stored by the application.

By enabling the PC Health Monitor, you agree with these terms and conditions and the use and sharing of the information collected. Please print a copy of this Notice & Acceptance for your records and refer to your User Information Guide, User's Guide or User's Manual for more detailed information.

You may elect to enable the PC Health Monitor now, have Toshiba ask you again later, or disable it now by selecting the appropriate option below and clicking the OK button.

TOSHIBA TEMPPO End User License Agreement

INTRODUCTION

For TOSHIBA Europe GmbH (TEG) user privacy is very important. We want you to feel confident visiting our websites and using our software.

We are committed to protecting your privacy and we will only use the information that we collect about you lawfully in accordance with German and European Data Protection Laws.

This policy describes what information we collect, for what purpose we collect and use personal data from our users and what you can do if you wish your personal data to be deleted. We collect information about you for only one reason: to provide you with the best possible service.

Please read the information about TEMPPO thoroughly. If you do not agree with this End User Licence agreement of TEMPPO, the service will be stopped and the application will not run when you log-in.

WHAT INFORMATION DO WE COLLECT AND FOR WHAT PURPOSE?

TEMPPO requires data to be collected from time to time when it is necessary. TEG will not collect any personally identifiable information about you, such as your name, address, telephone number or email address ("personal information") through this service unless you provide it to us yourself.

Circumstances in which you may choose to provide us personal information include: (i) providing your name, mailing address, phone number, products you are purchasing; (ii) providing your email address so that we may send you information you request, or registering as a user so that you may gain access to particular information. If you do not wish for us to collect any personal information about you, do not submit it to us.

From time to time, TEMPPO makes a request from our servers in order to provide information for you. The requests include the serial number and model number, PC language and country settings, country code, the request type and category (sub-type), and the TEMPPO Software version. All the above listed details are non-personal and are essential to handle the request. Furthermore, the details are used to show you content according to your preferences and content that we think you might be interested in; send you information regarding our services; send you e-mails on various matters, including e.g. technical support, use of the service; contact you if we need to resolve support issues.

To stop the TEMPPO service, select the **Disable** option in the menu of the application.

DO WE SHARE YOUR DATA WITH ANYONE?

We may also provide this information to our agent acting on our behalf in connection with the activities described above. Such agent shall also be bound by and act according to TEG's data protection policy. TEG will not sell, rent, or in any way intentionally disclose personal information that you provide to us on this site to any third party (other than an agent acting on our behalf as described above).

Information collected by us is not shared nor is it sold to other parties. We do not sell or share this information with our advertising partners or advertising agencies.

SECURITY

TEG is committed to ensuring the security of your information. To prevent unauthorised access or disclosure, maintain data accuracy, and ensure the appropriate use of information, we have put in place appropriate physical, electronic and managerial procedures to safeguard and secure the information we collect.

CONTACT INFORMATION

If you have any enquiry or concern about our privacy policy or you want to update, delete and/or correct the personal information that we hold about you, please contact the contact stated in our Privacy Policy.

For further information about TEG's Privacy Policy, please visit http://eu.computers.toshiba-europe.com/innovation/generic/PRIVACY_POLICY/.

TOSHIBA Service Station Utility End User License Agreement

This application allows your computer to automatically search for TOSHIBA software updates or other alerts from TOSHIBA that are specific to your computer system and its programs (initially every 30 days, queries may occur more or less frequently due to internet outages, retries, direct user action, or a change in query policy on the TOSHIBA servers). When enabled, this application periodically transmits to our servers a limited amount of system information (namely, the Model, Part Number, UUID, preferred language, Serial Number, first boot date, alert or update viewing, update download and installation, and Operating System version, Software status, etc).

Should the aforementioned system information transmitted to TOSHIBA constitute personal information in your region, please note that this information will be treated in strict accordance with the rules and regulations outlined in this notice as well as applicable data protection law.

TOSHIBA may keep the information for seven (7) years, may use this information for technical and marketing support services, and may share it with TOSHIBA's World Wide Support organization or affiliated TOSHIBA companies or other third parties engaged by TOSHIBA for the purposes of rendering support services for their use in connection with system support.

When your computer searches our servers for updates or alerts, we will automatically provide you with the opportunity to update your computer or transmit the update or alert directly to your computer. We will also maintain a log of the updates or alerts that are installed on our servers.

While we recommend that you activate the TOSHIBA Service Station utility now, you may choose to do so at a later time, or choose not to use this function. If you choose to activate it at a later time, system information

will still be collected on your system for transmission at a later time unless you choose not to use this function.

Once activated, this system will continue to provide you with notices of updates or alerts until you disable the utility. You can do this anytime by uninstalling the utility. Once uninstalled, you will not be notified of updates or alerts.

By choosing to activate the TOSHIBA Service Station utility now or at a later time by clicking the 'Accept' button, you agree to these terms and conditions and to the use and sharing of the information. If you choose not to use this application and/or do not agree to these terms and conditions, click the 'Decline' button and this application will not be activated, however, for notebook computers purchased in the United States or Latin America, limited system information may still be collected and transmitted pursuant to valid user notices in connection with other TOSHIBA programs.

By accepting these terms and conditions you also consent to the transfer of information to entities located outside of your country or region of residence, namely, Japan and the United States, and you acknowledge that those countries may or may not have the same data protection laws or levels as required by your home country.

TJPN

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